

## Memorandum of Understanding Gas Transportation Program for EDI Customers

This Memorandum of Understanding (MOU) is between the Ohio Department of Administrative Services, General Services Division, Office of Procurement Services ("DAS") and \_\_\_\_\_ ("Customer").

DAS has contracted with FirstEnergy Solutions ("FES") to act as the administrator of the State's Natural Gas Purchasing Program ("Program"). DAS, through FES, agrees to:

- contract for the purchase of natural gas at the best available price for the Customer's accounts;
- invoice the Customer for natural gas on a monthly basis;
- provide an annual report to the Customer at the end of each supply term.

**The Customer will receive funding requests from FES under this program.** The FES funding request may include two monthly EDI requests per account, one for gas transportation and one for gas supply which includes any administrative fees. The Customer agrees to:

- authorize the release of utility history information to FES, DAS or DAS selected Supplier;
- attach to this MOU the completed "Enrollment Inquiry Form", a full invoice copy for each account to be enrolled and if tax exempt, a completed Blanket Certificate of Exemption;
- process monthly payments via Electronic Data Interchange (EDI) or wire transfer to a designated lockbox address;
- provide funding by the due date or pay interest in accordance with Revised Code Section 126.30 on any unpaid portion of the funding request. The utility reserves the right to remove a Customer from the Transportation Program for late payment, at its discretion.

It is understood that enrollment is subject to the discretion of DAS and acceptance from Customer's natural gas utility. Accounts may not be removed from the Program unless the Customer is no longer responsible for gas bills at a particular site. If the Customer wishes to remove an account from the Program, the Customer must provide thirty (30) days written notice to DAS. If an account is removed for any reason other than an account moving or closing, the natural gas utility may impose a switching fee and the supplier may impose an early termination fee.

The term of this MOU is one year. If the term of this MOU crosses the state operating biennium, it will expire at the close of the biennium. DAS may, however, renew the MOU in the new biennium by written notice to the Customer for the remainder of the one year term. This MOU will renew automatically at the end of each term, unless the Customer provides notice to terminate to DAS within thirty (30) days prior to the end of the term.

This MOU shall be in effect upon signature of both parties.

\_\_\_\_\_  
Customer Entity Name (please print or type)

\_\_\_\_\_  
Authorized Name (if second signature is required)

\_\_\_\_\_  
Primary Customer Address (street, city, state, zip code)

\_\_\_\_\_  
Authorized Signature (if second signature is required)

\_\_\_\_\_  
Authorized Contact Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Contact Information (phone, e-mail)

\_\_\_\_\_  
Authorized Contact Signature

\_\_\_\_\_  
Date

**Ohio Department of Administrative Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please return MOU to DAS - Procurement Services, Attn: Mike Royer, 4200 Surface Rd., Columbus, OH 43228-1395  
Fax: 614-644-1785 .... Phone: 614-644-1576 ... E-mail: mike.royer@das.state.oh.us

**EXHIBIT A**